Sweet Goods products so that the full sales potential of these advertised brands can be realized. You agree in requesting your members to cooperate with us in arranging special weekly promotions on said advertised brand items.

5. Deliveries of all products to your member stores pursuant to this agreement shall be made by our regular Wonder and Hostess route salesmen from their regular delivery trucks. We will give complete rack service and will be responsible for all stale returns.

6. Introduction into your member stores of products listed below will be made as soon as practical after August 10, 1964. At any time during the existence of this contract, we will discuss with you the addition of other items to be sold hereunder.

7. You agree to pay us for products produced and delivered under this contract at the following prices on weekly credit terms.

Variety	Price	Advertised Brand Price as of June 1, 1964
1 Pound Expanded Bread	.175	.185
1¼ Pound Round-Top Bread	.22	.235
1¼ Pound Sandwich Bread	.22	.235*
8 Pack Cluster Buns	.21	.23
8 Pack Coney Buns	.21	.23

The above prices will apply to both White and Wheat Bread if there are both varieties in the same weight category.

*This price was not in effect on June 1, 1964 but will be considered to have been in effect on that date for the purposes of this contract.

8. In the event you wish to purchase products with no stale returns to be absorbed by us, the prices will be as follows:

Variety	Price	Advertised Brand Price as of June 1, 1964
1 Pound Expanded Bread	.16	.185
1¼ Pound Round-Top Bread	.195	.235
1¼ Pound Sandwich Bread	.195	.235
8 Pack Cluster Buns	.20	.23
8 Pack Coney Buns	.20	.23

9. In the event you wish to purchase products on a drop-shipment basis to each of your member stores whereunder you will be responsible for rack service and stale returns, prices will be as follows:

Variety	Price	Advertised Brand Price as of June 1, 1964
1 Pound Expanded Bread	.15	.185
1¼ Pound Round-Top Bread	.185	.235
1¼ Pound Sandwich Bread	.185	.235
8 Pack Cluster Buns	.19	.23
8 Pack Coney Buns	.19	.23

10. All products hereafter sold by us to you pursuant to this agreement are hereby guaranteed not to be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or any substantially similar state law. We agree to indemnify you against any claims made against you or losses sustained by you arising out of the purchase or use of products covered by this agreement provided such claims or losses do not result from your negligence or that of your agents and

employees and further provided we are notified within 15 days of any such claim or loss.

11. This agreement shall remain in effect for one year from the date hereof and thereafter from year to year provided, however, that either party may terminate this agreement on 60 days written notice. Upon any such termination, you agree to purchase from us at our cost all inventories of packaging materials and labels utilized in performing this contract. Inventories of such wrapping materials and labels shall be maintained in accordance with good business practice prevailing in the baking industry. Should this contract be terminated by you within one year from the date hereof, you agree to purchase from us at our original cost all plates and art work used in performing this contract not to exceed in any event $1,500.00.

12. It is anticipated that general price changes may occur from time to time in the various market areas covered by this contract. In the event that it is mutually agreed of a general price increase in any market on the controlled chain store brands above those in effect on June 1, 1964 the Private Label prices set forth in paragraph 7, 8 and 9 in that market will be increased by an amount equal to the increase in comparable items. If it cannot be mutually agreed that a price increase has occurred, the matter will be submitted to the American Arbitration Society.

13. In the event prices on any of our regular advertised products shall, in response to, a general price decrease in any market fall below the prices in effect as of June 1, 1964, then any private label price set forth in paragraphs 7, 8 and 9 shall be reduced in that market to a price at least one cent below the prices on our comparable advertised item.

14. Upon termination of this contract we agree to discontinue use of any brand names owned by you and utilized in performing this contract.

15. This offer is available to others in the same category, class or position.

Please signify your approval and acceptance of the foregoing terms and conditions by signing and returning the copy of this letter attached hereto.

Very truly yours,

CONTINENTAL BAKING COMPANY

By: /s/ JOHN R. BARSCH
Manager

Accepted:

Five States Supply, Inc.

By: /s/ LENHARD H. JOHNSON
President

Date: 8-10-64